

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B.1 GENERAL**

The Contractor shall provide the necessary services to accomplish the requirements set forth in the Statement of Work.

**B.2 CONTRACT TYPE**

The FAA contemplates the award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract. The FAA intends to set aside this procurement for small businesses. This Screening Information Requests (SIR) is being released to ensure that 8(a), Service Disabled Veteran Owned Small Business (SDVOSB) and small business have an opportunity to provide the requested capabilities to satisfy the above described-requirement.

This award will be an IDIQ driven by the award of individual task orders. The Offeror will have up to 72 hours, but no less than 48, in which to have the required Task Order proposal submitted to the Contracting Officer or his/her designee. Offerors will be required to submit total cost for each Task Order to include:

- 1) Labor Categories to include names and resumes of proposed personnel
- 2) Number of estimated hours
- 3) Rates
- 4) Any Travel or ODC's
- 5) Any General and Administrative Cost

See section M for tiered evaluation information.

The NAICS code for this procurement is 541990 with a size standard of 6.5 million

**B.3 LABOR CATEGORIES/PRODUCTIVE LABOR HOURS/BURDENED RATES**

**B.3.1 Labor Categories**

Performance under this will require the labor categories specified and described under the Mission Oriented Business Integrated Services (MOBIS) SIN (874-1) as shown below:

Program Manager  
Project Manager  
Task Leader  
Consultant 1  
Consultant 2

Consultant 3  
 Consultant 4  
 Research Assistant  
 Project Assistant

### **B.3.2 Productive Labor Hours**

For purposes of this order and specific services, The Government will pay only for productive direct labor hours, which are those hours expended by Contractor personnel in performing work under the scope of this contract. This does not include sick leave, vacation, holidays, jury duty, military leave, or any other kind of administrative leave. "Productive direct labor hours" include hours expended by the Contractor on matter related to contract management and administration only to the extent those hours are specifically excluded from indirect rates in accordance with the Contractor's usual accounting practices. The estimated hours assigned to each labor category in the following price schedule may vary as the FAA and the Contractor mutual agree, but in no case will the variance result in an increase to the total not-to-exceed price of the order as awarded.

### **B.4 TRAVEL AND MATERIAL/OTHER DIRECT CHARGES EXPENSES**

The Material/Other Direct Charges expense figures in Section B.5 are budgeted amounts that shall not be exceeded by the contractor but included in the overall contract amount. Travel and Materials/Other Direct charges shall NOT have general and administrative expenses applied or fee or profit. If offeror proposes travel and other direct charges, the costs should be included as a separate line item under this section of the price proposal.

### **B.5 ESTIMATED FOR SERVICES TO BE FURNISHED AND PRICES**

The contractor has established a guaranteed minimum value of \$25,000, while maximum anticipated total is \$5,700,000. The Ceiling for this contract is \$6,300,000. The Government is not obligated to order above the minimum amount established for this contract. The estimates below will be used for evaluation purposes only and do not obligate the Government to order beyond any guaranteed amount stated in the award.

#### **B.5.1 BASE PERIOD: DATE OF AWARD -Sept 2010**

<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
0001	1	Space Transportation Analysis and Research (STAR) Database Support			
0001AA		Program Manager		24	
0001AB		Project Manager		48	
0001AC		Task Leader		96	
0001AD		Consultant 3		480	
0001AE		Consultant 4		384	
0001AF		Research Assistant		240	
0001AG		Project Assistant		360	

0001AH		Travel/ODC			1,750.00
<b>Subtotal Task 1</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
0002	2	Commercial Space Transportation - Related Reports and Analyses			
0002AA		Program Manager		12	
0002AB		Project Manager		24	
0002AC		Task Leader		96	
0002AD		Consultant 1		720	
0002AE		Consultant 2		1104	
0002AF		Consultant 4		288	
0002AG		Research Assistant		288	
0002AH		Project Assistant		288	
0002AI		Travel/ODC			1,750.00
<b>Subtotal Task 2</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
0003	3	Licensing and Rulemaking Support			
0003AA		Program Manager		3	
0003AB		Project Manager		3	
0003AC		Task Leader		21	
0003AD		Consultant 2		96	
0003AE		Consultant 4		96	
0003AF		Research Assistant		96	
0003AG		Project Assistant		96	
0003AH		Travel/ODC			1,750.00
<b>Subtotal Task 3</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
0004	4	Programmatic and Planning, Analysis, and Support			
0004AA		Program Manager		12	
0004AB		Project Manager		24	
0004AC		Task Leader		192	
0004AD		Consultant 1		1440	
0004AE		Consultant 2		1680	
0004AF		Consultant 4		288	
0004AG		Research Assistant		288	
0004AH		Project Assistant		336	
0004AI		Travel/ODC			1,750.00

<b>Subtotal Task 4</b>	
<b>Total for Base Year</b>	

**B.5.2 Option Year 1:Oct 2010 - Sept 2011**

CLIN	TASK	LABOR CATEGORY	RATE	ESTIMATED LABOR HOURS PER YEAR	ESTIMATED TOTAL
1001	1	Space Transportation Analysis and Research (STAR) Database Support			
1001AA		Program Manager		25.9	
1001AB		Project Manager		51.8	
1001AC		Task Leader		103.7	
1001AD		Consultant 3		518.4	
1001AE		Consultant 4		414.7	
1001AF		Research Assistant		259.2	
1001AG		Project Assistant		388.8	
1001AH		Travel/ODC			2,000.00
<b>Subtotal Task 1</b>					
CLIN	TASK	LABOR CATEGORY	RATE	ESTIMATED LABOR HOURS PER YEAR	ESTIMATED TOTAL
1002	2	Commercial Space Transportation - Related Reports and Analyses			
1002AA		Program Manager		13	
1002AB		Project Manager		25.9	
1002AC		Task Leader		103.7	
1002AD		Consultant 1		777.6	
1002AE		Consultant 2		1192.3	
1002AF		Consultant 4		311.0	
1002AG		Research Assistant		311	
1002AH		Project Assistant		311	
1002AI		Travel/ODC			2,000.00
<b>Subtotal Task 2</b>					
CLIN	TASK	LABOR CATEGORY	RATE	ESTIMATED LABOR HOURS PER YEAR	ESTIMATED TOTAL
1003	3	Licensing and Rulemaking Support			
1003AA		Program Manager		3.2	
1003AB		Project Manager		3.2	
1003AC		Task Leader		22.7	
1003AD		Consultant 2		103.7	
1003AE		Consultant 4		103.7	
1003AF		Research Assistant		103.7	
1003AG		Project Assistant		103.7	

1003AH		Travel/ODC			2,000.00
<b>Subtotal Task 3</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
1004	4	Programmatic and Planning, Analysis, and support			
1004AA		Program Manager		13	
1004AB		Project Manager		25.9	
1004AC		Task Leader		207.4	
1004AD		Consultant 1		1555.2	
1004AE		Consultant 2		1814.4	
1004AF		Consultant 4		311.0	
1004AG		Research Assistant		311	
1004AH		Project Assistant		362.9	
1004AI		Travel/ODC			2,000.00
<b>Subtotal Task 4</b>					
<b>Total for Option Year 1</b>					

**B.5.3 Option Year 2: Oct 2011 - Sept 2012**

<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
2001	1	Space Transportation Analysis and Research (STAR) Database Support			
2001AA		Program Manager		28.0	
2001AB		Project Manager		56.0	
2001AC		Task Leader		112.0	
2001AD		Consultant 3		559.9	
2001AE		Consultant 4		447.9	
2001AF		Research Assistant		279.9	
2001AG		Project Assistant		419.9	
2001AH		Travel/ODC			2,250.00
<b>Subtotal Task 1</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
2002	2	Commercial Space Transportation - Related Reports and Analyses			
2002AA		Program Manager		14	
2002AB		Project Manager		28	
2002AC		Task Leader		112	
2002AD		Consultant 1		839.8	
2002AE		Consultant 2		1287.7	
2002AF		Consultant 4		335.9	
2002AG		Research Assistant		335.9	

2002AH		Project Assistant		335.9	
2002AI		Travel/ODC			2,250.00
<b>Subtotal Task 2</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
2003	3	Licensing and Rulemaking Support			
2003AA		Program Manager		3.5	
2003AB		Project Manager		3.5	
2003AC		Task Leader		24.5	
2003AD		Consultant 2		112	
2003AE		Consultant 4		112	
2003AF		Research Assistant		112	
2003AG		Project Assistant		112	
2003AH		Travel/ODC			2,250.00
<b>Subtotal Task 3</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
2004	4	Programmatic and Planning, Analysis, and support			
2004AA		Program Manager		14	
2004AB		Project Manager		28	
2004AC		Task Leader		223.9	
2004AD		Consultant 1		1679.6	
2004AE		Consultant 2		1959.6	
2004AF		Consultant 4		335.9	
2004AG		Research Assistant		335.9	
2004AH		Project Assistant		391.9	
2004AI		Travel/ODC			2,250.00
<b>Subtotal Task 4</b>					
<b>Total for Option Year 2</b>					

**B.5.4 Option Year 3: Oct 2012 - Sept 2013**

<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
3001	1	Space Transportation Analysis and Research (STAR) Database Support			
3001AA		Program Manager		30.2	
3001AB		Project Manager		60.5	
3001AC		Task Leader		120.9	
3001AD		Consultant 3		604.7	
3001AE		Consultant 4		483.7	
3001AF		Research Assistant		302.3	

3001AG		Project Assistant		453.5	
3001AH		Travel/ODC			2,500.00
<b>Subtotal Task 1</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
3002	2	Commercial Space Transportation - Related Reports and Analyses			
3002AA		Program Manager		15.1	
3002AB		Project Manager		30.2	
3002AC		Task Leader		120.9	
3002AD		Consultant 1		907.0	
3002AE		Consultant 2		1390.7	
3002AF		Consultant 4		362.8	
3002AG		Research Assistant		362.8	
3002AH		Project Assistant		362.8	
3002AI		Travel/ODC			2,500.00
<b>Subtotal Task 2</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
3003	3	Licensing and Rulemaking Support			
3003AA		Program Manager		3.8	
3003AB		Project Manager		3.8	
3003AC		Task Leader		26.5	
3003AD		Consultant 2		120.9	
3003AE		Consultant 4		120.9	
3003AF		Research Assistant		120.9	
3003AG		Project Assistant		120.9	
3003AH		Travel/ODC			2,500.00
<b>Subtotal Task 3</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
3004	4	Programmatic and Planning, Analysis, and support			
3004AA		Program Manager		15.1	
3004AB		Project Manager		30.2	
3004AC		Task Leader		241.9	
3004AD		Consultant 1		1814.0	
3004AE		Consultant 2		2116.3	
3004AF		Consultant 4		362.8	
3004AG		Research Assistant		362.8	
3004AH		Project Assistant		423.3	

3004AI		Travel/ODC			2,500.00
<b>Subtotal Task 4</b>					
<b>Total for Option Year 3</b>					

**B.5.5 Option Year 4: Oct 2013 - Sept 2014**

CLIN	TASK	LABOR CATEGORY	RATE	ESTIMATED LABOR HOURS PER YEAR	ESTIMATED TOTAL
4001	1	Space Transportation Analysis and Research (STAR) Database Support			
4001AA		Program Manager		32.7	
4001AB		Project Manager		65.3	
4001AC		Task Leader		130.6	
4001AD		Consultant 3		653.0	
4001AE		Consultant 4		522.4	
4001AF		Research Assistant		326.5	
4001AG		Project Assistant		489.8	
4001AH		Travel/ODC			2,750.00
Subtotal Task 1					
CLIN	TASK	LABOR CATEGORY	RATE	ESTIMATED LABOR HOURS PER YEAR	ESTIMATED TOTAL
4002	2	Commercial Space Transportation - Related Reports and Analyses			
4002AA		Program Manager		16.3	
4002AB		Project Manager		32.7	
4002AC		Task Leader		130.6	
4002AD		Consultant 1		979.6	
4002AE		Consultant 2		1502.0	
4002AF		Consultant 4		391.8	
4002AG		Research Assistant		391.8	
4002AH		Project Assistant		391.8	
4002AI		Travel/ODC			2,750.00
Subtotal Task 2					
CLIN	TASK	LABOR CATEGORY	RATE	ESTIMATED LABOR HOURS PER YEAR	ESTIMATED TOTAL
4003	3	Licensing and Rulemaking Support			
4003AA		Program Manager		4.1	
4003AB		Project Manager		4.1	
4003AC		Task Leader		28.6	
4003AD		Consultant 2		130.6	
4003AE		Consultant 4		130.6	
4003AF		Research Assistant		130.6	
4003AG		Project Assistant		130.6	



4003AH		Travel/ODC			2,750.00
<b>Subtotal Task 3</b>					
<b>CLIN</b>	<b>TASK</b>	<b>LABOR CATEGORY</b>	<b>RATE</b>	<b>ESTIMATED LABOR HOURS PER YEAR</b>	<b>ESTIMATED TOTAL</b>
4004	4	Programmatic and Planning, Analysis, and support			
4004AA		Program Manager		16.3	
4004AB		Project Manager		32.7	
4004AC		Task Leader		261.2	
4004AD		Consultant 1		1959.1	
4004AE		Consultant 2		2285.6	
4004AF		Consultant 4		391.8	
4004AG		Research Assistant		391.8	
4004AH		Project Assistant		457.1	
4004AI		Travel/ODC			2,750.00
<b>Subtotal Task 4</b>					
<b>Total for Option Year 4</b>					

***Total estimated 5-year amount (base year and options 1 thru 4) \$6,300,000***

## **PART I - SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 BACKGROUND**

The Federal Aviation Administration's Associate Administrator for Commercial Space Transportation (AST) licenses and regulates U.S. commercial space launch activity as authorized by Executive Order 12465 and *Commercial Space Launch Activities*, Title 49 of the United States Code, Subtitle IX, Chapter 701 (formerly the *Commercial Space Launch Act of 1984*). AST's mission is to regulate the U.S. commercial launch industry; license commercial launch operations to ensure public health and safety and the safety of property; and protect national security and foreign policy interests of the United States during commercial launch operations. In addition, the Federal Aviation Administration encourages, facilitates, and promotes commercial space launches and licenses launch and reentry sites.

#### **C.2 PURPOSE AND SCOPE**

This contract requires specialized analytical services to investigate, assess, and report on domestic and international factors influencing the development and expansion of the U.S. commercial space launch industry.

The overall purpose of this contract is to support AST's mission as described above. In particular, the contract will contribute towards AST's fulfillment of its statutory roles in policy-making, regulation, and industry promotion by: 1) providing a better understanding of domestic and international commercial launch systems, launch markets, and regulatory environments; and by 2) developing reliable statistical, technical and economic data characterizing the commercial launch industry and related markets. This effort is specifically directed towards providing an ongoing capability to analyze the economic, technological, and market-related factors and trends shaping the development of domestic and international space launch industries. It will also support AST in the development of reports, papers, outreach documents, and organizational strategies concerning commercial space transportation-related industries and markets.

#### **C.3 Tasks**

##### **C.3.1 Space Transportation Analysis and Research (STAR) Database Support**

The contractor shall maintain a large database and custom software application of past, present, and future space launch activity called STAR (Space Transportation Analysis and Research). This effort will provide AST staff with access to a computerized database and associated reports and applications containing information on launch systems, payloads, launch sites, and market

information, as well as technical and associated information resources. In support of these objectives, the contractor shall perform the following activities:

- Application and Database Development, Maintenance, and Sustaining Engineering - The contractor shall provide software application development, maintenance, sustaining engineering, and systems integration support necessary to meet the needs of AST staff. AST is committed to adhering to the Federal and DoT Enterprise Architecture requirements. As such, new and sustaining applications development efforts will meet these emerging standards. In providing applications software support, the contractor shall incorporate disciplined software development lifecycle processes, including lifecycle management and development, development of and adherence to approved application architectures, project scheduling, security, and configuration management.
- Database Research and Maintenance – Provide data support for the database. This task includes data gathering, error checking, data verification, interviews, data entry, and source archiving.
- Database Uploads – Provide weekly uploads to the FAA/OCST local area network.
- Database and Customer Application Migration – Provide software development support to migrate the legacy STAR database and existing custom software application to more modern tools and technologies, including a contemporary, Web-based architecture. Migration and development shall meet Federal, DoT, FAA, and AST software development and IT Security standards.
- Application Maintenance and Development – Provide custom application, including database, sustaining engineering, maintenance and development to STAR database, forms, and reports. The contractor shall maximize operational efficiency by continuous error checking, bug identification and bug fixes in a timely manner.
- Application Documentation - Update and expand the database user's manual, data dictionary, and other supporting documentation, ensuring that DoT/FAA/AST/or industry software development documentation standards are followed.
- Ad Hoc Queries – Provide reports and tables based on ad hoc queries not otherwise supported by the standard reports already available in the STAR application. This support shall continue even after implementation of an Ad Hoc query tool, as complex queries may require support beyond that provided in an Ad Hoc tool.
- Ad Hoc Query Tool – Provide a Web-based query tool to enable AST personnel the capability to develop and run Ad Hoc Queries against the STAR data. The contractor first shall conduct analysis of Commercial-Off-The-Shelf (COTS) Ad Hoc query tools, and provide a make/buy recommendation to AST.

#### **Deliverable Schedule**

<b>Task Reference</b>	<b>Deliverable</b>	<b>Schedule</b>
C.3.1	Monthly database updates	End of each contract month
C.3.1	Database Documentation	End of each contract year

### C.3.2 Commercial Space Transportation-Related Reports and Analyses

The contractor shall support the development, preparation, and publication of several reports and analyses related to commercial space transportation. At a minimum, the following reports shall be supported:

- **Launch Reports** – These reports summarize recent and scheduled worldwide commercial, civil, and military orbital space launch events, and will be issued on a periodic basis no less than annually, and no greater than quarterly.
- **Weekly Launch Reports** - The contractor shall prepare and deliver weekly worldwide launch schedule status reports delivered via e-mail to OCST.
- **Commercial Space Transportation Developments and Concepts Report** – An annual report providing company background, design, and technical information on all major expendable and reusable launch vehicle programs as well as spaceports and enabling technologies.
- **Commercial Space Transportation Forecast for Non-Geosynchronous Orbit (NGSO) Report** – An annual forecast report to include business development information, modeling, analysis, and updates to an NGSO database, assessing launch demand for payloads seeking international launch services to orbits other than geosynchronous (GSO) orbit.
- **Commercial Space Transportation Year in Review Report** – An annual report summarizing U.S. and international launch activities for the previous calendar year and the previous five years of commercial launch activities.
- **Commercial Launch Contracts Reports** – A monthly report summarizing announced GSO and NGSO commercial launch contract wins for primary payloads by U.S. and international commercial launch providers. The report will also contain totals to date for the current calendar year, and prior year activity.
- **Economic Impact of Commercial Space Transportation on the U.S. Economy** – A report quantifying the direct, indirect, and induced impacts of commercial space transportation activities on the national economy. The methodology shall include interviews of aerospace organizations to collect data and run this data through previously developed models to obtain the results and write the report.
- **Ad Hoc Reports** – Briefings, reports, and/or statistical analysis on topics of interest to AST that must be produced quickly. Additionally, this category includes Special Reports, sometimes for inclusion in the Quarterly Reports.
- **Commercial Space Transportation Operational Reports** - Research and analysis supporting the planning and execution of commercial space transportation operational processes to support safe and successful development of the Commercial Space Transportation industry, and to examine technical options for implementing rules-based safety and operations approaches to manage active orbital space traffic including orbital space transportation vehicles, satellites, and space habitats.

#### Deliverable Schedule

Task Reference	Deliverable	Schedule
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Task Reference	Deliverable	Schedule
C.3.2	Reports as specified in individual task orders (multiple per task)	Monthly, Quarterly, Annual, and Biannual, according to specific report

### C.3.3 Licensing and Rulemaking Support

The contractor shall support the FAA's activities (e.g. regarding licensing and rulemaking) in various analyses and evaluations, including the performance of Cost-Benefit Analysis (e.g. developing regulatory evaluations that identify the economic impacts expected to result from proposed FAA rulemaking and, where possible, estimate the magnitude of these impacts). These evaluations shall also discuss the impact of the current rulemaking on international trade, small businesses and small government entities, and unfunded mandates.

#### Deliverable Schedule

Task Reference	Deliverable	Schedule
C.3.3	Documentation as specified in individual task orders (possibly multiple per task)	As per individual task order.

### C.3.4: Programmatic and Planning, Analysis, and Support

Activities to support the FAA AST's existing and new programmatic activities, a wide variety of planning, analytical, and support functions are required, including:

- Both high-level and detailed conceptual work of new programmatic initiatives.
- Analysis of operations and integration of AST's new or existing programs with other programmatic issues relating commercial space transportation (both within as well as external to the FAA).
- Development and analysis of programmatic and organizational options, evaluation of possible courses of action, and recommended appropriate responses.
- Facilitation of long-range organizational and programmatic planning.

**Deliverable Schedule**

<b>Task Reference</b>	<b>Deliverable</b>	<b>Schedule</b>
C.3.4	Reports as specified in individual task orders (possibly multiple per task)	As per individual task order.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

**D.1 Packing and Packaging**

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 AMS 3.10.4-5 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR  
(APRIL 1996)**

(a) Definitions.

(1) 'Contractor's managerial personnel,' as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract.

(2) 'Materials,' as used in this clause, includes data when the contract does not include the "Warranty of Data" clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.



(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, but the 'hourly rate' for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:

(1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or

(2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)\

## **E.2 Inspection and Acceptance**

(a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative, listed in Section G.1, as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.

(b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation shall not be construed as assurance of acceptance of the finished product.

The Contracting Officer shall make final acceptance of all deliverable items, in writing.

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**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1        3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-9                    Stop-Work Order (October 1996)**

**F.2    3.2.4 - Types of Contracts (Revision 5, July 2008)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 1, 2013.

(End of clause)

**F.3    3.2.4-34        OPTION TO EXTEND SERVICES (April 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

#### **F.4 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (April 1996)**

- The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days provided, that the Government should give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six months.

#### **F.5 MONTHLY REPORTS**

The contractor will provide monthly progress and status reports to the Contracting Officer, the Contracting Officer's Technical Representative (COTR) and the FAA Technical Point of Contact (POC) by the last day of each calendar month covering the activities of the previous month. Monthly reports of labor hours used, minutes of meetings attended, and work accomplished will be submitted to the COTR and the FAA Technical POC. The reports will also include accomplishments of the on-site contractors, and any administrative issues that need to be reported. Additionally, the contractor will provide an estimate of funds consumed and funding remaining within the monthly report.

#### **F.6 PERIOD OF PERFORMANCE**

The period of performance shall be as follows:

Base Year	Date of Award through 12 months thereafter
Option Year One	13 <sup>th</sup> month through 12 months thereafter
Option Year two	25 <sup>th</sup> month through 12 months thereafter
Option Year three	37 <sup>th</sup> month through 12 months thereafter
Option Year four	49 <sup>th</sup> month through 12 months thereafter

#### **F.7 DELIVABLES AND DELIVERY SCHEDULE**

The deliverables and delivery schedule will be set forth in each work order. Contract administration and reporting deliverables shall occur as identified in the Statement of Work Section.

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACT ADMINISTRATION**

**Contracting Officer:**

FEDERREAL AVIATION ADMINISTRATION  
Attn: Timothy A. Spencer, Contracting Officer  
800 Independence Avenue, S.W.  
AJA-482  
Washington, DC 20591  
Phone (202) 267-9845

**Contract Specialist:**

FEDERAL AVIATION ADMINISTRATION  
Attn: Anthony Hubbard  
800 Independence Avenue, S.W.  
AJA-481  
Washington, DC 20591  
Phone: (202) 493-4356

**Contracting Officer's Technical Representative (COTR)**

FEDERAL AVIATION ADMINISTRATION  
Attn: Ken Davidian  
800 Independence Ave SW  
AST-100  
Washington DC 20591  
Tel: 202-267-7214  
Email: ken.davidian@faa.gov

**G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND  
TECHNICAL LEAD**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions, which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

The Technical Lead will serve as the chief daily point of contact with the contractor, will receive deliverables and recommend approval or disapproval of deliverables to the Contracting Officer's Technical Representative.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

### **G.3 INTERPRETATION OR MODIFICATION**

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification shall be made in writing to the CO.

### **G.4 PROCEDURES FOR SUBMISSION OF INVOICES**

The Contractor must submit invoices no more frequently than monthly. The Contractor must place the following statement on each invoice, signed by an authorized company representative:

"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

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*Signature of Contractor's*

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*Date of Invoice*

#### **Authorized Representative**

The invoice package must include a properly completed commercial invoice in suitable format. For each invoice submitted for payment, the contractor must include the contract number, invoice number and both the Project Data and Accounting Information for each contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLINs, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLINs in the award schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, must be delivered to the FAA CS, marked "Contracting Specialist's Original Copy," and three (3) copies of each invoice must be delivered to the FAA's accounting division, one of which is marked "Accounting Division Original Copy," in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

***Contract Specialist:***

Federal Aviation Administration  
Attn: Anthony Hubbard, AJA-482  
800 Independence Avenue, S.W.  
Washington, DC 20591

***Accounting Division:***

US Mail	FEDEX
FAA Accounts Payable	FAA Accounts Payable
Branch, AMZ – 110	Branch, AMZ-110
PO Box 25710	6500 S. MacArthur Blvd.
Oklahoma City, OK 73125	Oklahoma City, OK 73169

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration “Contract Cost Principles” at AMS 3.3.2-1.

**G.5 CORRESPONDENCE PROCEDURES**

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- (a) All correspondence relative to this contract shall be addressed to the Contracting Officer, AJA-482. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer’s Technical Representative (COTR).

**Part I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS**

**NON-PERSONAL SERVICES**

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in anyway change the contract.

Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services, provide that the required FAA approvals are obtained prior to the performance of the services.

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.



No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

## **H.2 ACCESS TO GOVERNMENT FACILITIES**

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor shall require that all Contractor personnel who perform work at FAA facilities wear identifications badges, which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

## **H.3 EMPLOYEE TERMINATION**

(a) Contractor Personnel: The Contractor shall notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor shall be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

(b) Government Personnel: If Government personnel obtain identification cards from the Contractor, the identification cards should be returned upon the completion of assignment or departure from the FAA, whichever comes first? The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

## **H.4 CONFIDENTIALITY OF DATA AND INFORMATION**

The Contractor and any consultants in the performance of this contract may have a need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and any consultants should abide by any restrictive use conditions on such data and not:

- Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and
- Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, or other agents of any kind.

The Contractor agrees to include to the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from

the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modification, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

## H.5 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 <sup>th</sup> )	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday. Inauguration Day is also observed by the Federal Government and should be accounted for when applicable.

## H.6 POSTION DESCRIPTIONS

All Contractor employees shall meet the education and experience requirement stated within the position descriptions.

<b>Labor Category</b>	<b>Minimum General Experience</b>	<b>Functional Responsibility</b>
<b>Program Manager</b>	Master's degree plus 7 years of experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries.	Responsible for independently managing all aspects of fiscal, customer service, staffing, product development and delivery for major MOBIS programs comprised of multiple tasks or projects. Participates actively in marketing an business development activities to expand business base.
<b>Project Manager</b>	Bachelor's degree in aviation, aerospace, commercial satellite, and/or defense fields and a minimum of eight (8) years of experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries..	Responsible for managing all aspects of fiscal, customer service, staffing, product development and delivery for major single projects and tasks, or programs comprised of several tasks or projects. Participates in activities to expand business base.

<b>Labor Category</b>	<b>Minimum General Experience</b>	<b>Functional Responsibility</b>
<b>Task Leader</b>	Bachelor's degree in aviation, aerospace, commercial satellite, and/or defense fields and minimum of six (6) years of experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries.	Responsible with oversight for managing fiscal, customer service, staffing, product development and delivery on single tasks and multiple task areas under a single contract.
<b>Consultant 1</b>	Master's degree in aviation, aerospace, commercial satellite, and/or defense fields and a minimum of twelve (12) years experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries.	Independently composes significant and complex reports and documents where review and supervision are not possible, capable of conceptualizing and communicating new approaches to internal and external audiences, lead author of significant reports and complex proposals dealing with technical issues, can prepare and give complex briefs.
<b>Consultant 2</b>	Bachelor's degree in aviation, aerospace, commercial satellite, and/or defense fields and a minimum of nine (9) years experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries.	Independently composes clear and logical reports and more complex documents with minimal review and rewrite required, regularly contributes sections to larger reports, can prepare and give customer briefings on own work.
<b>Consultant 3</b>	Bachelor's degree in aviation, aerospace, commercial satellite, and/or defense fields and a minimum of five (5) years experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries.	Writes clear and logical reports and documents with some rewrite and review required, may contribute to larger reports. Independently creates simply models for routine situations identifies and documents problems clearly, capable of minor judgments.

<b>Labor Category</b>	<b>Minimum General Experience</b>	<b>Functional Responsibility</b>
<b>Consultant 4</b>	Bachelor's degree in aviation, aerospace, commercial satellite, and/or defense fields and a minimum of two (2) years experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries.	Provides document preparation and graphics support for simple and complex report. Uses word processing, spreadsheet, presentation, and graphics software to create and edit documents. Under supervision, produces draft and final documents that reflect high standards of quality with respect to format, grammar, usage, and spelling. Interacts with technical personnel to research simple related topics or to resolve simple or routine problems.
<b>Research Assistant</b>	Bachelor's degree in aviation, aerospace, commercial satellite, and/or defense fields. May still be a student	Conducts basic informational research through use of computerized information sources, libraries and other sources. Basic understanding of fundamental computing technology, able to use word processing, graphics, and spreadsheet applications. May perform routine analysis under close supervision.
<b>Project Assistant</b>	High School plus 3 –5 years of experience related to, but not limited to, the aviation, aerospace, commercial satellite, and/or defense industries; but may still be a student. Currently enrolled in undergraduate degree program.	Works under close supervision and follows existing plans and procedures. Basic understanding of computing technology.

***Note for all labor categories:***

- PhD is relevant field can substitute for four (4) years experience.
- Three (3) years domain experience can be substituted for Master's degree.
- Six (6) years of domain experience can substitute for Bachelor's degree.

## **H.6 Key Personnel**

### **3.8.2-17 Key Personnel and Facilities (July 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the

Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Program Manager

Project Manager

Consultant 1

(End of clause)

## **PART II - SECTION I CONTRACT CLAUSES**

### **3.1-1                   Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.1.7-1</b>	<b>Exclusion from Future Agency Contracts</b>	<b>August, 1997</b>
<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest</b>	<b>August, 1997</b>
<b>3.1.7-4</b>	<b>Organizational Conflict of Interest</b>	<b>February, 2009</b>
<b>3.1.7-5</b>	<b>Disclosure of Conflicts of Interest</b>	<b>February, 2009</b>
<b>3.2.2.3-1</b>	<b>False Statements in Offers</b>	<b>July, 2004</b>
<b>3.2.2.3-8</b>	<b>Audit and Records</b>	<b>February, 2009</b>
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b>	<b>February, 2009</b>
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements</b>	<b>April, 2008</b>
<b>3.2.5-1</b>	<b>Officials Not to Benefit</b>	<b>April, 1996</b>
<b>3.2.5-3</b>	<b>Gratuities or Gifts</b>	<b>January, 1999</b>
<b>3.2.5-4</b>	<b>Contingent Fees</b>	<b>October, 1996</b>
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures</b>	<b>October, 1996</b>
<b>3.2.5-7</b>	<b>Disclosure Regarding Payments to Influence Certain Federal Transactions</b>	<b>June, 1999</b>
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees</b>	<b>April, 1996</b>
<b>3.3.1-5</b>	<b>Payments under Time-and-Materials and Labor-Hour Contracts</b>	<b>April, 2001</b>
<b>3.3.1-17</b>	<b>Prompt Payment</b>	<b>January, 2008</b>
<b>3.3.2-1</b>	<b>FAA Cost Principles</b>	<b>October, 1996</b>
<b>3.4.1-10</b>	<b>Insurance - Work on a Government Installation</b>	<b>July, 1996</b>
<b>3.6.1-7</b>	<b>Limitations on Subcontracting</b>	<b>July, 2008</b>
<b>3.6.2-5</b>	<b>Certification of Nonsegregated Facilities</b>	<b>February, 2009</b>
<b>3.6.2-6</b>	<b>Previous Contracts and Compliance Reports</b>	<b>April, 1996</b>
<b>3.6.2-8</b>	<b>Affirmative Action Compliance</b>	<b>April, 1996</b>
<b>3.6.2-9</b>	<b>Equal Opportunity</b>	<b>August, 1998</b>
<b>3.6.2-12</b>	<b>Affirmative Action for Special Disabled and Vietnam Era Veterans</b>	<b>April, 2007</b>



<b>3.6.2-13</b>	<b>Affirmative Action for Workers With Disabilities</b>	<b>April, 2000</b>
<b>3.6.2-14</b>	<b>Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era</b>	<b>April, 2007</b>
<b>3.6.2-35</b>	<b>Prevention of Sexual Harassment</b>	<b>August, 1998</b>
<b>3.6.2-39</b>	<b>Trafficking in Persons</b>	<b>January, 2008</b>
<b>3.6.3-13</b>	<b>Recycle Content and Environmentally Preferable Products</b>	<b>April, 2009</b>
<b>3.6.3-16</b>	<b>Drug Free Workplace</b>	<b>February, 2009</b>
<b>3.6.4-10</b>	<b>Restrictions on Certain Foreign Purchases</b>	<b>April, 1996</b>
<b>3.10.1-2</b>	<b>Production Progress Reports</b>	<b>April, 1996</b>
<b>3.10.1-3</b>	<b>Penalties for Unallowable Costs</b>	<b>October, 1996</b>
<b>3.10.1-7</b>	<b>Bankruptcy</b>	<b>April, 1996</b>
<b>3.10.1-8</b>	<b>Suspension of Work</b>	<b>August, 1998</b>
<b>3.10.1-9</b>	<b>Stop-Work Order</b>	<b>October, 1996</b>
<b>3.10.1-11</b>	<b>Government Delay of Work</b>	<b>April, 1996</b>
<b>3.10.1-14</b>	<b>Changes - Time and Materials or Labor Hours</b>	<b>April, 1996</b>
<b>3.10.2-3</b>	<b>Subcontracts (Time-and-Materials and Labor-Hour Contracts)</b>	<b>April, 1996</b>
<b>3.10.3-2</b>	<b>Government Property - Basic Clause</b>	<b>April, 2004</b>
<b>3.10.6-3</b>	<b>Termination (Cost Reimbursement) Alternate IV</b>	<b>October, 1996</b>
<b>3.10.6-7</b>	<b>Excusable Delays</b>	<b>October, 1996</b>
<b>3.14-5</b>	<b>Sensitive Unclassified Information (SUI)</b>	<b>July, 2008</b>

### **3.5-16 Rights in Data - Special Works (January 2009)**

(a) Definitions. As used in this clause -

"Data" means recorded information regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited Rights" means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government must have -

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor must have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright.

(1) Data first produced in the performance of this contract.

(i) The Contractor must not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor must affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to that data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer must direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract.

The Contractor may not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor must not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity.

The Contractor must indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of

the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

### **3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-

in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

- (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
- (A) change the name in the CCR database;
  - (B) comply with the requirements of T3.10.1.A-8; and
  - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate

recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration**

(February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### **3.8.2-22 Substitution or Addition of Personnel (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting



Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 15 working days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

**3.14-2 Contractor Personnel Suitability Requirements (January 2009)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are: BIR Code 2

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

NONE

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

### **3.9.1-1 Contract Disputes (November 2002)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where

available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of

contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.  
(End of clause)

### **3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)**

(a) In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

(b) For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

(c) The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in AMS Procurement Guidance T3.10.1, "Novation and Change-of-Name Agreements."

(d) When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

**3.2.4-16 Ordering** (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end date of the exercised option year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**3.2.4-16 Alternate I Ordering** (October 1996)

Include the following paragraph (d) in cost reimbursement indefinite quantity contracts:

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

(End of clause)

**3.13-5 Seat Belt Use by Contractor Employees** (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

**3.14-3 Foreign Nationals as Contractor Employees** (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America,



or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

#### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold up to \$200.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Washington Headquarters Orville Wright Bldg. (FOB10A) 800 Independence Avenue, SW, Room 109 Washington, DC 20591. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Washington Headquarters 800 Independence Avenue, SW, Washington, DC 20591 must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AIN-400, Room 315 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: AIN-400, Room 315 800 Independence Ave, SW, Washington, DC 20591. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AIN-400. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Processing Center, Room 109.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

Attachment J-1 Business Declaration Form

**ATTACHMENT J.1 BUSINESS DECLARATION FORM**

1. Name of Firm: _____	Tax Identification No.: _____
2. Address of Firm: _____	
3. Telephone Number of Firm: _____	
4. a. Name of Person Making Declaration _____	
b. Telephone Number of Person Making _____	
c. Position Held in the Company _____	
5. Controlling Interest in Company ( <i>"X" all appropriate boxes</i> )	
<input type="checkbox"/> a. Black American <input type="checkbox"/> b. Hispanic American <input type="checkbox"/> c. Native American <input type="checkbox"/> d. Asian American	
<input type="checkbox"/> e. Other Minority _____ <input type="checkbox"/> f. Other ( <i>Specify</i> ) _____	
<input type="checkbox"/> g. Female <input type="checkbox"/> h. Male <input type="checkbox"/> i. 8(a) Certified ( <i>Certification letter attached</i> ) <input type="checkbox"/> j. Service Disabled Veteran Small Business	
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?	
<input type="checkbox"/> a. Yes <input type="checkbox"/> b. No      ( <i>If "NO," provide the name and telephone number of the person who has this authority.</i> )	
_____	
7. Nature of Business ( <i>Specify all services/products (NAIC)</i> ) _____	
8. _____	_____
• (a) Years the firm has been in business:	• (b) No. of Employees
_____	_____
9. • Type of Ownership:	• <input type="checkbox"/> a. Sole Ownership
_____	• <input type="checkbox"/> b. Partnership
• <input type="checkbox"/> c. Other (Explain)	• _____
_____	_____
10. • Gross receipts of the firm for the last 3 _____	• _____
_____	• _____
_____	_____
11 Is the firm a small business? <input type="checkbox"/> a. Yes <input type="checkbox"/> b. No	
12 Is the firm a service disabled veteran owned small business? <input type="checkbox"/> a. Yes <input type="checkbox"/> b. No	
13 Is the firm a socially and economically disadvantaged small business? <input type="checkbox"/> a. Yes <input type="checkbox"/> b. No	
<b>I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING</b> _____	

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I  
AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF  
18 USCS 1001.**

•	•	•
_____	_____	_____
•	•	•
_____	_____	_____

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1                      Clauses and Provisions Incorporated by Reference (April 2009)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.5-2                      Independent Price Determination (October 1996)**

**3.6.3-10                    Certification of Toxic Chemical Release Reporting (April, 2009)**

**3.2.2.3-70                Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of clause)

**3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains

unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or



has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)**  
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of clause)

**3.2.2.3-10 Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of,

\_\_\_\_\_  
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other  
\_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

### **3.6.3-11 Toxic Chemical Release Reporting (April 2008)**

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of Clause)

**3.13-4 Contractor Identification Number? Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4

number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of clause)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

3.1-1                      Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1    False Statements in Offers (July 2004)

3.2.2.3-12   Amendments to Screening Information Requests (July 2004)

3.2.2.3-14   Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

3.2.2.3-16   Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-19   Contract Award (July 2004)

(a) The FAA will award an Indefinite Delivery Indefinite Quantity order contract resulting from this SIR to the responsible offeror whose offer conforms to the SIR and will, as determined by the source selection official, be the best value to us, considering the technical quality, cost or price, and other SIR criteria.

(b) We may:

(1) Reject any offer if it is in our best interest to do so,

(2) Accept other than the lowest cost/price offer, and

(3) Waive minor irregularities in offers received.

(c) We will evaluate offers and award a contract on your initial offer, without communicating with you, or on subsequent offers after communicating with you. In evaluating the offers, we may communicate with any offeror, and may eliminate some firms, limiting offerors participating in the competition to only those most likely to receive a contract award. You should submit your best terms from a cost or price and technical standpoint in your initial offer.

(d) We may accept any item or group of items in an offer, unless you qualify the offer by specific limits. Unless otherwise provided in the SIR, you may submit offers for quantities less than those specified. We reserve the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless you specify otherwise in the offer.

(e) Our award of a contract or acceptance of an offer in writing within the time for acceptance specified in the offer creates a binding contract. Before the offer's specified expiration time, we may accept an offer (or part of an offer, as provided in paragraph (d)), whether or not we communicate with you, unless we get a written notice of withdrawal from you before contract award. Communication between the parties after we receive your offer does not constitute a rejection or counteroffer by us.

(f) If the prices you propose are materially unbalanced between line items or subline items, we may determine that your offer is unacceptable. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and greater than cost for other work. We may reject unbalanced offers if there is a reasonable doubt that the offer will result in the lowest overall cost to the FAA, even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(g) We may disclose the following information in post-award debriefings to you:

- (1) The source selection official's decision;
- (2) Your evaluated standings relative to the successful offeror(s); and
- (3) A summary of your evaluation findings.

#### 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)

(a) This clause does not apply to small business concerns.

(b) Definitions:

(1) Commercial product, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) Subcontract, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(3) The terms "small disadvantaged business and small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(i) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Whose management and daily business operations are controlled by one or more of such individuals.

(iii) This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, or any other individual found to be disadvantaged by the FAA. The contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations

(4) The term "small business concern owned and controlled by women" shall mean a small business concern:

(i) Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) The term "service disabled veteran owned small business concern" shall mean a small business that is 51 percent owned and controlled by a service disabled veteran(s).

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, with women-owned small business concerns, and with service-disabled veteran owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, women-owned small business concerns and service-disabled veteran owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, women-owned small business concerns, and service-disabled veteran owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns;

(iv) Total dollars planned to be subcontracted to women-owned small business concerns; and

(v) Total dollars planned to be subcontracted to service-disabled veteran owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to

(i) small business concerns,



(ii) small disadvantaged business concerns,

(iii) women-owned small business concerns and

(iv) service-disabled veteran owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women- owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with

(i) small business concerns,

(ii) small disadvantaged business concerns,

(iii) women-owned small business concerns and

(iv) service-disabled veteran owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, service-disabled veteran owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract titled ``Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns' in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will:

(i) Cooperate in any studies or surveys as may be required,

(ii) Submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan,

(iii) Submit SF 294, Subcontracting Report for Individual Contracts, in accordance with the instructions on the SF 294. Submit SF 295, Summary Subcontract Report, in accordance with the instructions on the SF 295 and forward a copy of the SF 295 to the FAA Air Traffic Organization, Acquisition and Business Services, Small Business Development Office located at 800 Independence Ave., S.W., Washington, D.C. 20591, Room 715, AJA-8; and

(iv) Ensure that its subcontractors agree to submit Subcontracting Reports for Individual Contracts and Standard Form 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged, women-owned and service-disabled veteran owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged women-owned, or service-disabled veteran owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating

(A) Whether small business concerns were solicited and if not, why not,

(B) Whether small disadvantaged business concerns were solicited and if not, why not,

(C) Whether women-owned small business concerns were solicited and if not, why not,

(D) Whether service-disabled veteran owned small business concerns were solicited and if not, why not, and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact the following:

(A) Trade associations,

(B) Business development organizations, and

(C) Conferences and trade fairs to locate small, small disadvantaged, women-owned, and service-disabled small business sources.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged, women-owned, and service-disabled veteran owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns in all 'make-or-buy' decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns,.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, women-owned or service-disabled veteran owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master plan has been approved,

(2) The offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract titled "Utilization Of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

### 3.9.1-3                      Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and must apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest must be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests must be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,

Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

#### L.1 TIME , DATE , PLACE, AND SUBMISSION OF PROPOSALS

a. MAILING/DELIVERY ADDRESS—Proposals must be mailed, hand-carried, delivered by courier or Express Mail to the Contract Specialist at the following address:

**Federal Aviation Administration  
Attn: Anthony Hubbard, Contract Specialist, AJA-482  
Room 400W  
800 Independence Avenue, S.W.  
Washington, DC 20591**

b. QUESTIONS – Any questions or clarification concerning any aspect of the SIR must be prepared in writing and submitted to the Contract Specialist. Questions must make reference to the applicable section of the SIR. Offerors questions and the responses by the Government may form the basis of an amendment to the SIR.

During the period from issuance of the SIR through receipt of the Offeror's proposals, questions must be submitted to the Contract Specialist in writing, no later than **10:00 a.m. EDT on August 28, 2009**. Questions must be sent via E-MAIL to [Anthony.Hubbard@faa.gov](mailto:Anthony.Hubbard@faa.gov) .

c. TIME AND DATE – Proposals must be received by the Contract Specialist at the above location no later than **10:00 a.m.. Eastern Daylight Time September 9, 2009.**

d. SIGNED ORIGINALS – One copy of the proposal must contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for all copies of the proposal. The FAA will not accept any submission made by facsimile, telex, telegraph, electronic mail, or similar devices. If the identified Contract Specialist or his appointed alternate does not receive a proposal by the specified date and time, it will not be evaluated. Offerors assume full responsibility for ensuring that the appropriate authority receives proposals not later than the date and time specified above.

## L.2 PERIOD OF OFFER

Proposals must be considered binding for 120 calendar days from the solicitation closing date. Proposals may offer more than 120 days, however proposals offering less than 120 days may be deemed to be unacceptable.

## L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will not pay for the information solicited, nor reimburse the Offerors for any costs incurred in the preparation of, or the submission of any response to this SIR or in making necessary studies or designs for the preparation thereof.

Furthermore, no pre-contract costs must be allowed on this contract. Pre-contract cost are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by the Contracting Officer.

## L.4 DISCUSSIONS WITH OFFERORS

The Contracting Officer reserves the right to conduct written or oral discussions with all, some or none of the Offerors. Offerors must be notified of the date, time, and place for any such oral discussions. Any such discussions must be conducted in accordance with FAA acquisition policies and procedures.

## L.5 DISPOSITION OF PROPOSALS



Proposals will not be returned, except for timely withdrawals.

## L.6 PROPOSAL GENERAL INSTRUCTIONS

**Binding and Labeling** A binder cover sheet must be affixed to each volume, which clearly identified each volume, volume number, original or copy number (i.e. copy 1 of 4), solicitation number and identification, and Offeror's name. **The name of the offeror must only be included on the “Cover Sheet” of each volume. All other pages must not contain any information which identifies the offeror, such as company name, address, or logo.** *This does not include the use of the company’s name on resumes or Small Business Plans, if applicable.* Copy number shall appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. If material for a volume requires more than one book, then that volume must be labeled with the name and number of the volume and book number, if any, i.e., Technical Proposal, Volume II, Book 1 of 2.

Proposals must be complete and conform to the instructions in this section; incomplete proposals or proposals which contain significant deviation may result in the exclusion of such proposals from further consideration. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA’s requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal.

All proposals must be screened initially for completeness, accuracy and timeliness. Offerors whose proposals that do not meet all three initial screening criteria will not be evaluated further. It is the Offeror’s responsibility to ensure the completeness of the proposal. The evaluation of proposals must be conducted on the basis of the information contained in the written proposal. The Government must not assume that an Offeror possesses any capabilities not specified in the written proposal. The Offeror’s proposal must be composed of the following:

### VOLUME TITLE

Volume I - Technical Proposal – including attachments resumes, etc. (1 original and 2 copies)

Volume II - Price Proposal (1 original)

The original proposal must be signed by an official who is legally authorized to obligate the Offeror to a contract.

Each volume of the proposal must be submitted in a separate, loose-leaf binder. No foldouts are allowed in any volume. The pages in all volumes are to be typewritten, single spaced, no smaller

than 12-pitch type, on standard 8 ½ X 11 paper. Margins must be at least one inch on all four sides.

Submission of all proposal material must be in hard copy and electronic format. Electronic format is described as using Microsoft Office Suite 2003 or earlier on CD-ROM. The material presented in hard copy must be identical to that delivered in electronic format. Each offeror must submit two CD-ROMs. The 1<sup>st</sup> CD shall contain both the technical and price proposal. The coversheet as described above may be included in the documents. The company's name may appear on this CD-ROM and it must be labeled Contract Specialist Copy. The 2<sup>nd</sup> CD shall only contain the Technical Proposal and should be labeled Technical Proposal this CD SHALL **NOT** contain the companies name or logo cover page or labeling, the aforementioned exceptions are still valid.

## L.7 VOLUME I, TECHNICAL PROPOSAL, INSTRUCTIONS

The technical proposal must be separately packaged and clearly marked "TECHNICAL PROPOSAL."

### L.7.1 PERSONNEL

Provide resumes for all personnel must demonstrate that the individuals have the required experience and education described in the H.6 CONTRACTOR PERSONNEL REQUIREMENTS section under PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS.

### L.7.2 TECHNICAL

Proposals from offeror's will be scored against the following evaluation criteria:

#### Technical Merit

The contractor shall demonstrate that they possess a sound understand of the requirements in the SOW.

#### Knowledge of the Launch Industry

The contractor shall demonstrate that they possess a thorough knowledge of the U.S. and international space launch industry, including vehicles, sites, and related technologies.

## Knowledge of Commercial Space Markets

The contractor shall demonstrate that they possess a thorough knowledge of the U.S. and international space markets, including telecommunications, remote sensing, PNT (position, navigation, and timing), and support infrastructure.

## Reporting and Data Management

The offeror shall describe reports, papers outreach documents and organizational strategies, data bases that have been created and/or maintained in commercial space transportation and related industries and markets

### **L.7.3 Past Experience**

The offeror shall describe its corporate experience providing similar services in the past. At a minimum, the description shall include writeups of similar projects. The writeups shall include the following information at a minimum: project title, agency name, project start-end dates, project value (\$), client point of contact (POC) information including e-mail address and telephone number, description of work performed, and a description of why the work is relevant to this Project Statement of Work. The Government intends to use the POCs as references to validate the accuracy of the past experience writeups.

## **L.8 VOLUME II, PRICE PROPOSAL, INSTRUCTIONS**

Volume II must consist of section B, pricing table and all requirements contain there in, a copy of any official certification letter from the Small Business Administration, section K, the Offerors Representations and Certifications, a copy of the Offerors GSA MOBIS schedule with listed labor categories and rates, and an official submittal letter that certify all pricing for 120 days as listed in this solicitation. Each of the aforementioned sections shall be a different tab in Volume II.

## **Part V - SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1 General**

For this award the FAA will use a tiered evaluation method, each tier will be evaluated independent of the others. The first tier of offerors will be any 8(a) respondents. The second tier will be any other certified small business respondents. The last tier will be all other respondents. If the FAA determines that 2 of the 8(a) SEDB, respondents can meet the requirement to include pricing being rated as fair and reasonable, the FAA will down select among those qualified vendors. If the FAA determines that none of the 8(a), respondents are capable of fulfilling the requirements identified within the Statement of Work, the FAA will down select among the qualified small businesses respondents. If the FAA determines that, a combination of the first and the second tier does not result in 2 small business are capable of fulfilling the requirements identified within the Statement of Work and offers fair and reasonable pricing, the FAA will evaluate all other businesses that responded and meet the requirements and provide fair and reasonable pricing.

The Evaluation Team will evaluate the proposals submitted by the required response time in accordance with Section M of the SIR. Award will be made to the offeror whose proposal is judged to represent the best value to the government using the evaluation process below. While the government source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process.

#### **M.2 Evaluation Process**

The successful offeror will be determined based on the overall best value to the Government, price and all other factors, i.e., the Evaluation Criteria, considered. In making this determination, technical factors are more important than price. However, as technical scores become closer, price will become more important.

It is the Government's intention to make a "best value" award without discussions. However, the Government reserves the following rights with respect to the FATESS solicitation:

- the right to not make an award should the Government so decide;
- the right to enter into discussions with one offeror without obligation to enter into discussions with other offerors; and,
- the right to award based on the results of the proposals and their evaluation results without further competition and/or discussion.
- the right to contact any, all, or none of the customer references

### **M.3. Technical Evaluation Criteria (Scoring and Weights)**

Proposals from offeror's will be scored against the following evaluation criteria:

#### **M.3.1 Staffing and Resumes Meet/Does Not Meet**

Staffing and Resumes will be evaluated using the Offeror's resumes and labor categories descriptions, education, and experience requirements in Section H, Position Descriptions. This evaluation factor will be evaluated as follows: meets or does not meet. Offerors evaluated as "does not meet" will not be considered for award.

#### **M.3.2 Technical/Corporate Knowledge**

<b>Adjectival Rating</b>	<b>Equivalent Score</b>	<b>Description</b>
Outstanding	10	The Offerors' response exceeds the requirements of the SIR. No weaknesses are found.
Very Good	8	The Offerors' response meets all of requirements of the SIR. No significant weaknesses exist.
Satisfactory	6	The Offerors' response meets most of the requirements of the SIR. Significant weaknesses exist.
Poor	4	The Offerors' response does not meet most of the requirements set forth in the SIR. Major significant weaknesses and/or deficiencies are found, or a major weakness exists that cannot be reasonably mitigated.
Unsatisfactory	0	The Offerors' response does not meet all the requirements of the SIR.

#### **Technical Merit 20%**

Each proposal will be scored based on the Offeror's ability to demonstrate sound understanding of the Statement of work, through demonstrating corporate experience in the domestic and international commercial launch system, launch markets and regulator environment as listed in the Statement of Work (SOW).

#### **Knowledge of the Launch Industry: 20%**

The write up must demonstrate an expert knowledge of the domestic and international commercial launch systems, launch markets and regulatory environments, the Global Launch Industry. Expert knowledge is demonstrated by showing successful completion of similar contracts in both size and scope, completed on time with in budget with the expected outcome of the SOW.

#### **Knowledge of Commercial Space Markets: 20%**

The write up must demonstrate expert knowledge of US and international commercial space markets, including telecommunications, remote sensing, PNT (positions, navigation and timing), and support infrastructure, as they relate to the SOW.

### **Reporting and Data Management 20%**

The Offeror must demonstrate the ability to develop reports, papers, outreach documents and organizational strategies concerning commercial space transportation-related industry and market.

### **Past Performance 20%**

The Offeror must show that the tasks and activities described in the proposal are identical to the work to be performed in the SOW

### **M.4 Cost/Price Evaluation**

Cost/Price will be evaluated for realism, and reasonableness